

## REMARKS

Applicant thanks the Examiner for a thorough examination and the withdrawal of the rejection of claims 1-16 under 35 U.S.C. § 101, and the rejection of claims 20 and 21 under 35 U.S.C. § 112, second paragraph, but respectfully requests reconsideration of the present application in view of the foregoing amendments and in view of the reasons that follow.

Claims 1, 5, 8, 16, 17, and 21 are currently being amended.

This amendment adds, changes and/or deletes claims in this application. A detailed listing of all claims that are, or were, in the application, irrespective of whether the claim(s) remain under examination in the application, is presented, with an appropriate defined status identifier.

After amending the claims as set forth above, claims 1-21 are now pending in this application.

### **I. Claim Rejections – 35 U.S.C. § 101**

In the outstanding Office Action, claims 17-19 were rejected under 35 U.S.C. § 101, for being directed to non-statutory subject matter. In the Examiner's opinion, despite the recitation of a "system" in independent claim 17, the components comprising the system may be interpreted to be software per se.

In response to the rejection, Applicant has amended independent claim 17 to more particularly recite that the consumer application is "executable by a processing unit" in accordance with the Examiner's suggestion. Support for this amendment can be found at, e.g., paragraph [0062] of the present application.

### **II. Claim Rejections – 35 U.S.C. § 102(b)**

In the outstanding Office Action, claims 1-3 and 5-23 were again rejected under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 7,194,743 (Hayton et al.) Applicant traverses the rejection for the reasons set forth below.

It should be noted that Applicant incorporates herein by reference in their entirety, the arguments regarding the rejection of claims 1-3 and 5-23 as presented in Applicant's April 24, 2008, October 20, 2008, May 5, 2009 Replies.

With regard to independent claims 1, 8, and 17 of the present application, the Examiner has again maintained his assertion that Hayton et al. teaches all of the required limitations recited therein. Additionally, the Examiner has provided responses to Applicant's arguments at pages 4-7 of the outstanding Office Action.<sup>1</sup>

In response to Applicant's arguments that Hayton is directed to a "development" environment (where users "develop" the appearance of a UI), the Examiner asserted at Section 1 of the outstanding Office Action that various portions of Hayton et al. allegedly support the interpretation that dynamically altering the UI of Hayton et al. reads on the claimed dynamic addition of features to an application. Furthermore, the Examiner asserted that if adding elements to a UI of Hayton et al. is considered to be a "development" process, then "the claimed invention is also at the development time unless the claim indicates otherwise." Further still, the Examiner asserted that applicant's specification fails to explicitly define the claimed "feature" (and thus, menu commands, text, data, values, etc. as described in Hayton et al. read on the claimed feature), and that Applicant has provided contradictory arguments.

First, Applicant submits that the Examiner has merely cited to the same sections of Hayton et al. that Applicant has repeatedly argued as failing to teach the dynamic addition of a feature to an application, without addressing Applicant's arguments.

Second, Applicant submits that the Examiner's position that if Hayton et al. is directed to a development process, then so must the claimed embodiments of the present application, is circuitous and the result of presupposition. That is, and as explicitly recited in independent claims 1, 8, and 17, the dynamic addition of features to an application is in response to "consumer" interest of a "consumer" application, using the consumer interest and

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<sup>1</sup> Page 3 of the outstanding Office Action outlines, in the Examiner's opinion, a summary of Applicant's previously presented arguments, the sections of which are referenced herein.

feature capability to identify a provider, and providing the feature to the consumer application. Hence, Applicant submits that the claims are abundantly clear and distinguished from a user (i.e., developer) that is merely developing a UI as opposed to, e.g., a user (i.e., consumer). It appears that the Examiner is misinterpreting the “user” described in the disclosure of Hayton et al. as being a developer, as being commensurate to a “consumer” as claimed in independent claims 1, 8, and 17 of the present application. As will be described in greater detail below, an end user may interact with the developed UI of Hayton et al., but only after its development by the developer. Applicant submits that Hayton et al. is very clear in that the user described therein is a “developer” not a “consumer.” Therefore, the dynamic addition of values that may appear in a field of the UI is not analogous to the dynamic addition of features to an application as recited in independent claims 1, 8, and 17 of the present application.

Moreover and contrary to the Examiner’s assertions, the specification of the present application is replete not only with examples of “features” that would clearly be understood by those of ordinary skill in the art as being different from mere UI elements, but also with references to “features”/“applications” distinct from a UI. For example, the present application indicates that:

Typically, an application provides the functionality for a feature that is visible to an end-user in a pre-defined shell application. The application menu and other user interface elements, like soft key buttons or selection lists, offers sets of choices or data available per feature.

(See, paragraph [0004] of the present application). (emphasis added).

Briefly, one exemplary embodiment relates to a method for adding computer software features dynamically to a software application... that adds any feature to any application...adding the desired user interface elements to a user interface associated with the software application.

(See, paragraph [0019] of the present application). (emphasis added).

From the above, it is clearly shown that while a feature may be added to an application and represented by user interface elements, the feature in and of itself is separate from a UI/UI

element. Moreover, and in accordance with Applicant's arguments, Applicant again submits Hayton et al. itself distinguishes between applications and UIs by virtue of the different terms utilized. That is and as previously argued by Applicant (and unanswered/unrebutted by the Examiner), Hayton et al. utilizes the term "application" separately from the term "UI," clearly suggesting that the UI is not the same as an application.

Further still, Column 9, lines 5-6 and 9-13, and Column 19, lines 57-60 of Hayton et al. clearly also suggest that any elements/properties must already be known/predefined, and hence, not dynamic as in the context of independent claims 1, 8, and 17 of the present application. For example, Column 9, lines 5-6 indicate that "[t]he system takes advantage of the fact that most user-interfaces are essentially static." Column 9, lines 9-13 indicate that "[t]he dynamic aspect of a user-interface generally consists of changes to the static page 'template' such as filling in fields..." Column 19, lines 57-60 recites that "[a] page 42 can also be altered dynamically when, for example, an iterator type predefined UI element..." Again, Hayton et al. is clear in that UI elements are "static" or predefined, where such properties need to be known at development time in order to make dynamic data addition possible for indexable property. In contrast, independent claims 1, 8, and 17 of the present application dynamically add new (e.g., previously unknown) features to an application (wherein the feature may be, e.g., visually represented by new UI features) Moreover, even if such a new feature is interpreted as a new UI feature, it remains that the UI feature is "new," and not, e.g., static or predefined.

Moreover and in response to the Examiner's assertions that Applicant's arguments are contradictory, Applicant submits that applications are not the only "thing" or "entity" that may be developed by a developer. Clearly and as would be very well understood by those of ordinary skill in the art, a UI may be developed for an application, the UI being, as previously argued by Applicant, a "front-end" to the actual application. Hence, Applicant submits that none of Applicant's arguments are contradictory.

Additionally, the Examiner asserted at Section 2 of the outstanding Office Action that in his opinion, the UI of Hayton et al. can be "interpreted" to be an application. Applicant submits that regardless of whether or not a UI may be in certain scenarios, considered to be

it's own application, such an interpretation is impermissible in the context of Hayton et al. That is and again, e.g., Column 2, lines 44-59 of Hayton et al., clearly indicate that Hayton et al. does not contemplate the UI to be it's own application, let alone a consumer application. For example, Hayton et al. describes the following:

The present invention provides a mechanism by which the user-interface portion of the application can be delivered to the computer user either on the same machine on which the application is executing or on another machine remote from the machine executing the application. The invention separates the user-interface from the underlying application enabling the design of the user interface portion of the application to be relatively straightforward...

These features give the user the effect of directly interacting with the application even though the application is potentially running somewhere else.

(See, Column 2, lines 44-59 of Hayton et al.) (emphasis added).

Yet again, Applicant submits that Hayton et al. is explicit in that the UI is merely the “front-end” of the “underlying application” and not an application in and of itself. In fact, Hayton et al. explicitly describes that the UI is actually “separated” from the underlying application, further suggesting that the Examiner’s interpretation of the UI of Hayton et al. is erroneous. Moreover, once the UI has been developed by a developer, an end user interacts with the underlying “application” even though the application is remotely hosted relative to the end user.

Additionally, the Examiner asserted at Section 3 of the outstanding Office Action that “the claim does not recite that the request is generated by the application interworking framework,” and that “any request and communication is made between the client and the server must go to and from the property connector...” First, Applicant submits that nowhere at, e.g., pages 10-11 of the previously filed response of May 5, 2009, does Applicant argue that generation is required. Second, Applicant submits that the request for the UI 42 “by an end user” occurs after the UI 42 has been developed by the developer. Once an end user in Hayton et al. is able to interact with the UI, there is no longer any requesting of UI

elements or setting of property paths, etc. – the UI has already been developed. Therefore, it appears that the Examiner is confusing the development process of the UI with the later, actual interaction by an end user with the UI.

Further still, the Examiner made various assertions at Section 4 of the outstanding Office Action regarding the server node of Hayton et al. and the provider aspect of independent claim 1, 8, and 17 of the present application. As already described above, once an end user interacts with the UI, the development of the UI, including any addition of UI elements has been performed by the developer. Moreover, the server as explicitly described at, e.g., Column 11, lines 43-48, is merely the entity that hosts the UI that can be accessed by an end user. There is no identification of a provider because the UI elements developed by the developer for the UI are already included, where the “dynamic” aspect of the UI elements, merely refers to the dynamic population of, e.g., fields within the UI element, not the dynamic addition of features or UI elements.

With regard to independent claim 21 of the present application, Applicant submits that again, there is no “storage” of a user interface element corresponding to the consumer application interest resource in a file. Figure 3 and Column 15, lines 17-18 of Hayton et al. merely describe that in the development stage, a user (developer) can select “predefined” UI elements to develop the UI, which the Examiner cited to allegedly rebut, Applicant’s arguments fail to read on such a feature. That is, the Examiner asserted at Section 5 of the outstanding Office Action that UI elements are “stored” in the API 22 (which the Examiner interpreted to read on the claimed application interworking framework). However, and as already described, this is merely a depiction of a development environment where a developer would choose predefined UI elements that have been stored to create the UI.

In contrast, independent claim 21 requires the storage of a user interface element, and then “communicating” the user interface element “to” an application interworking framework. Applicant submits that following the Examiner’s reasoning, the UI element would already be stored in the API (application interworking framework) and then would be communicated to the API (application interworking framework). Applicant is at a loss as to why it would be necessary to communicate a UI element to the same entity where the UI

element is already stored, and submits that the Examiner's reasoning would not result in the subject matter disclosed in independent claim 21.

With regard to the Examiner's remaining assertions/responses to Applicant's arguments pertaining to independent claim 21 at Sections 6 and 7 of the outstanding Office Action, Applicant submits that the Examiner's assertions are merely based upon the same mischaracterization/misinterpretation of Hayton et al. as already discussed above. Therefore, Applicant submits that Hayton et al. fails to read on each and every limitation recited in independent claim 21 for at least the same reasons.

Additionally, and to further prosecution, Applicant has amended independent claims 1, 8, 17, and 21 of the present application to more particularly recite that the claimed "feature"/"user interface element" are "new" and "dynamically" added. Dependent claims 5 and 16 have also been amended for consistency purposes. Moreover, Applicant has amended independent claims 1, 8, and 17 of the present application to more particularly recite the "consumer" aspect of various embodiments, by reciting "consumer application." Claims 1, 17, and 21 of the present application have also been amended to more particularly recite that the consumer application is "installed on a consumer device."

With regard to the teaching of a generic parameter, the Examiner asserted at Section 8 of the outstanding Office Action that the term "generic parameter" recited in dependent claims 2, 12, and 22 of the present application, is not well known in the art, nor is it clearly described in the specification of the present application. Applicant disagrees. Paragraphs [0009], [0013], and [0049]-[0060] of the present application are replete with descriptions, comparisons to, e.g., specific function variants, and detailed examples of generic parameters, that would also be understood by those of ordinary skill in the art. Furthermore, Applicant submits that by virtue of claiming a "feature" and "generic parameters" the subject matter referred to by these different terms indicates a distinction.

Moreover, Hayton et al. merely describes that properties are property paths used to refer to UI elements and these are passed via the API 11 using a nested referring scheme. In contrast and in accordance with the disclosure of the present application, generic parameters

may contain, e.g., both semantic ID and datatype ID that is carried between the consumer and provider enabling both static data agreement and dynamic (negotiated at run-time) between the consumer and provider. Further still, any such data agreement is not related to UI elements. (*See, e.g.*, paragraphs [0052]-[0060] of the present application).

With regard to dependent claim 11, the Examiner asserted at Section 9 of the outstanding Office Action that because UI 42 of Hayton et al. is created at the client computer and dynamically altered to include new features, “[t]he created UI 42 is now part of the client computer, e.g., integrate into the client computer as if part of the group of software applications running on the client computer.” Applicant disagrees.

As previously discussed in Applicant’s May 5, 2009 Amendment and Reply, the specification of the present application at, e.g., paragraphs [0003] and [0004], as well as illustrated in, e.g., Figure 2, describes integrating the new feature/UI element “as if part of an original group of software applications.” Again, e.g., paragraph [0004] of the present application, clearly indicates that a disadvantage of conventional systems and methods for adding features to an application is that UI elements, for example, may not look and behave as if they were originally part of the software application (as the new element representative of a new feature was added after development of the application). Applicant submits that as described at length above, Hayton et al. is merely directed to the development of a UI by a developer, and the ability for an end user to interact/access an application via the UI even if the application itself is remotely located from the end user. Thus, Hayton et al. fails to teach or contemplate the dynamic addition of, e.g., new features or UI elements, as if they were part of the original group of software applications, because any UI elements that were added to the UI would have been added at development time. Hayton et al. simply does not contemplate an integration feature such as that disclosed in dependent claim 11 of the present application.

### **III. Claim Rejections – 35 U.S.C. § 103(a)**

In the outstanding Office Action, claim 4 was again rejected under 35 U.S.C. § 103(a) as being unpatentable over Hayton et al. in view of International Patent Application No. WO 00/5885 (Gudmunson). Applicant traverses the rejection for the reasons set forth below.



The Examiner asserted at Section 10 of the outstanding Office Action that it is proper to combine the teachings of Hayton et al. and Gudmunson to arrive at each and every limitation recited by dependent claim 4 of the present application. Applicant disagrees. Applicant again submits that because Gudmunson was applied by the Examiner solely for purpose of evidencing the use of DLLs, Gudmunson cannot cure the deficiencies of Hayton et al. described above. Therefore, because claim 4 depends from independent claim 1 of the present application, Applicant submits that the alleged combination of Hayton et al. and Gudmunson still fail to teach all of the required limitations of claim 4 for at least the same reasons as discussed above.

#### **IV. Conclusion**

Because none of the references cited by the Examiner, either separately or in combination with each other, teach all of the required limitations recited in independent claims 1, 8, 17, and 21 of the present application, Applicant submits that each of these independent claims are patentable over this prior art. Furthermore, because dependent claims 2-7, 9-16, 18-20, 22, and 23 are each directly or indirectly dependent upon independent claims 1, 8, 17, and 21, Applicant submits that each of these claims are allowable for at least the same reasons as discussed above in addition to those discussed with regard to dependent claims 2, 4, 11, 12, and 22.

Applicant believes that the present application is now in condition for allowance. Favorable reconsideration of the application as amended is respectfully requested.

The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 19-0741. Should no proper payment be enclosed herewith, as by the credit card payment instructions in EFS-Web being incorrect or absent, resulting in a rejected or incorrect credit card transaction, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 19-0741. If any extensions of time are needed for timely

acceptance of papers submitted herewith, Applicant hereby petitions for such extension under 37 C.F.R. §1.136 and authorizes payment of any such extensions fees to Deposit Account No. 19-0741.

Respectfully submitted,

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